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10 **UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

11 RAYSAWN BROWN,

12 Plaintiff,

13 v.

14 SUTHERLAND GLOBAL SERVICES, Inc.,

15 Defendant.

**COMPLAINT FOR DAMAGES,
DECLARATORY AND INJUNCTIVE
RELIEF**

16 **INTRODUCTION**

17 Plaintiff, RAYSAWN BROWN, brings this action against the Defendant,
18 SUTHERLAND GLOBAL SERVICES, Inc., for violations of Americans with Disabilities Act
19 and NRS 613.330 for the refusal to accommodate, retaliation against, and wrongful termination
20 of, Plaintiff.
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Jurisdiction and Venue

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2 1. 28 U.S.C. § 1331 vests this Court with jurisdiction in that the claims alleged
3 herein arise under the laws of the United States. Fed. R. Civ. Pro. 65 and 57 provide authority
4 for this Court to issue declaratory and injunctive relief.

5 2. 28 U.S.C. § 1367 vests this Court with jurisdiction over state law claims.

6 3. Venue lies in the District of Nevada, Southern Division, pursuant to 28 U.S.C. §
7 1391(b), because a substantial part of the events or omissions occurred in said District and
8 Division.

9 4. All conditions precedent to jurisdiction under 42 U.S.C. § 12117j(a)(incorporating
10 42 U.S.C. § 2000e-5(e)) have been met:

11 A. A charge of employment discrimination on the basis of disability was filed
12 with the Equal Employment Opportunity Commission (EEOC) October 5, 2016, or within 180
13 days of the commission of the unlawful employment practice;

14 B. A notification of the Right to Sue was received from NERC on November
15 3, 2017;

16 C. This Complaint has been filed within ninety days of receipt of EEOC
17 Right to Sue notification.

Parties

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19 5. Plaintiff, RAYSAWN BROWN [“Raysawn”], is a citizen of the United States who
20 resides in Las Vegas, Nevada.

21 6. Defendant, SUTHERLAND GLOBAL SERVICES, Inc. [“Sutherland”], is a
22 corporation organized under the laws of the State of New York, doing business in Las Vegas,
23 Nevada, as a call center.
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1 14. Shortly after this absence, Ms. Archuleta, Raysawn's supervisor, changed
2 Raysawn's early morning shift to later in the day. This caused Raysawn to miss his doctor's
3 appointment.

4 15. Raysawn complained to Ms. Archuleta, revealed his HIV status to her, and she
5 promised to change Raysawn's shift. She required more proof of his medical condition before
6 granting the accommodation.

7 16. Raysawn attempted to submit his medical information to Sutherland's human
8 resources office. Ms. Archuleta objected and demanded to receive all medical information.

9 17. Despite Raysawn submitting the requested medical information to Ms. Archuleta,
10 Sutherland did nothing to change Raysawn's shift back to early morning.

11 18. Sutherland did not engage in the interactive process.

12 19. In September of 2016, Raysawn spoke to Ms. Archuleta's supervisor, Daniel
13 Stroebling, about unfounded and false rumors that Raysawn was attempting to spread HIV to
14 coworkers.

15 20. On September 30, 2016, Ms. Archuleta spoke with Raysawn about cutting calls
16 short and not giving calls enough attention. Raysawn explained to Ms. Archuleta that he was
17 experiencing issues with a new retroviral regime that he recently began and that he was trying to
18 be more concise with calls as she had previously requested.

19 21. On October 3, 2016, Raysawn experienced debilitating effects from his
20 medication. He became extremely ill and needed to see his doctor immediately.

21 22. Raysawn could not locate a supervisor and rushed to his doctor without supervisor
22 approval.

1 23. Upon his return on October 5, 2016, Raysawn presented a doctor's note to Ms.
2 Archuleta describing his emergency on October 3rd and the need to leave work.

3 24. Ms. Archuleta suspended Raysawn without pay based on his leaving work
4 without permission and his dropped calls. No return date was given by anyone at Sutherland.

5 25. Raysawn did not return to work. He texted Ms. Archuleta and visited the human
6 resources department at Sutherland. Only when he applied for unemployment and SNAP (food
7 stamp) benefits did he find out that Sutherland terminated him on October 6, 2017.

8 FIRST CLAIM: Failure to Accommodate/ADA

9 26. Raysawn is an individual with a disability as defined in 42 U.S.C. § 12102(2).
10 Raysawn has HIV, which substantially limits one or more of his major life activities, has a record
11 of such impairment, and is regarded by Sutherland as having an impairment.

12 27. Raysawn is a qualified individual within the meaning of 42 U.S.C. §§ 12111(8),
13 in that Raysawn is an individual with a disability, who with reasonable accommodation of a
14 flexible work schedule, can perform the essential functions of his position with Sutherland.

15 28. Raysawn requested an accommodation from Sutherland to allow him to start his
16 work shift earlier in the morning so that he could attend his regular doctor visits.

17 29. Sutherland failed to accommodate Raysawn's disability and failed to engage in
18 the interactive process.

19 30. Sutherland's failure to accommodate Raysawn's disability constitutes
20 discrimination against him with respect to the terms and conditions of his employment and
21 constitutes a violation of 42 U.S.C. §§ 12112(b)(5)(A).

22 31. As a direct and proximate result of Sutherland's discrimination, Raysawn has
23 suffered lost wages, lost benefits, and lost employment opportunities.
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1 32. Sutherland's failure to make a reasonable accommodation to Raysawn has caused,
2 continues to cause, and will cause Raysawn to suffer substantial pecuniary loss, mental anguish,
3 loss of enjoyment of life, pain and suffering, and other non-pecuniary loss.

4 33. Sutherland's discriminatory conduct against Raysawn was taken with malice and
5 reckless indifference to Raysawn's federally protected right.

6 SECOND CLAIM: Wrongful Termination on the Basis of Disability

7 34. Raysawn is a qualified individual with a disability within the meaning of 42
8 U.S.C. § 12111(8), in that he is an individual with a disability, who, with reasonable
9 accommodation, can perform the essential functions of his position at Sutherland.

10 35. Sutherland's termination of Raysawn was in violation of 42 U.S.C. § 12112,
11 which prohibits discrimination on the basis of disability, in that Sutherland terminated Raysawn
12 solely on the basis of his disability, despite his ability to perform the essential functions of his
13 position with Sutherland.

14 36. The controversy over Raysawn's dropped calls and leaving without permission
15 was manufactured by Ms. Archuleta to provide a pretext for discrimination based on Raysawn's
16 disability. The only change in circumstance at the time Raysawn's work schedule changed from
17 mornings to afternoons and was not changed back to mornings upon request was the revelation
18 to Ms. Archuleta that Raysawn had HIV.

19 37. As a direct consequence of Sutherland's termination of Raysawn, Sutherland
20 discriminated against him with respect to the terms and conditions of employment.

21 38. As a direct and proximate result of Sutherland's discrimination, Raysawn has
22 been deprived of economic benefits, including, but not limited to, lost back fringe benefits, loss
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1 of job opportunities, and pain and suffering, for which he is entitled to money damages and other
2 remedies.

3 39. Sutherland's termination of Raysawn has caused, continues to cause, and will
4 cause Raysawn to suffer substantial pecuniary losses including front pay and front benefits,
5 mental anguish, future pain and suffering, loss of enjoyment of life, and other non-pecuniary
6 losses.

7 THIRD CAUSE OF ACTION: VIOLATION OF NEVADA LAW

8 40. The actions of Sutherland described above constitute unlawful and discriminatory
9 employment practices under NRS 613.310.

10 41. As a result of Sutherland's discriminatory acts, Raysawn suffered and will
11 continue to suffer monetary damages and damages for mental anguish and humiliation unless
12 and until the court grants relief.

13 RELIEF

14 WHEREFORE, Raysawn prays for entry of judgment against Sutherland, as follows:

15 A. Declares that Sutherland has violated 42 U.S.C. § 12101, *et seq.* ["ADA"] and
16 NRS 613.310;

17 B. Enjoins and permanently restrains the violation of the ADA and Nevada law by
18 Sutherland;

19 C. Requires Sutherland to pay all earnings Raysawn would have received, but for the
20 discriminatory practices, including, but not limited to, front pay and back pay and otherwise lost
21 and future benefits;

22 D. Awards Raysawn the costs of suit and attorney's fees, pursuant to 42 U.S.C. §
23 12205;

1 E. Directs Sutherland to pay Raysawn such compensatory damages and damages for
2 pain and suffering in an amount to be determined at trial;

3 F. Impose such punitive damages as may be warranted;

4 G. Provide Raysawn with further equitable relief, including, but not limited to,
5 reinstatement with Sutherland; and

6 H. Awards all other relief as the court deems just.

7 DATED this 15th day of December, 2017.

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9 Respectfully Submitted,
10 NEVADA LEGAL SERVICES, INC.

11 /s/ David Olshan

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